

# DECISION



## THE COMPTROLLER GENERAL OF THE UNITED STATES

WASHINGTON, D. C. 20548

26856

FILE: B-213582

DATE: November 25, 1983

MATTER OF: Bel-Mar Corporation

### DIGEST:

A bid in which the bidder inserted the word "net" next to the 20-day option in the prompt payment discount section of the solicitation was properly rejected as nonresponsive, since it could be reasonably read as taking exception to the solicitation's 30-day payment terms.

Bel-Mar Corporation protests the rejection of its bid as nonresponsive under solicitation No. 2FC-HDR-A-A1365Q issued by the General Services Administration (GSA). The agency rejected the bid as nonresponsive to the 30-day payment terms specified by the solicitation because Bel-Mar had inserted the word "net" next to the 20-day option in the solicitation's prompt payment discount section. The protest is summarily denied.

The IFB provided that the payment due date under any resulting contract would be the 30th calendar day after the later of (1) the date of actual receipt of a proper invoice or (2) the date of acceptance of the goods by the government. Bel-Mar contends that its action was not intended to take exception to the solicitation's payment terms or to create any penalty term for the payment of interest by the government, and was therefore waivable as a minor irregularity under Federal Procurement Regulations (FPR) § 1-2.405 (1964 ed.).


In order to be responsive, a bid must contain an unequivocal offer to provide the requested items in total conformance with the material terms of the solicitation, and any bid that does not conform is nonresponsive and must be rejected. A material deviation is one that affects the price, quality, quantity or delivery of the goods or services offered. Fluke Trendar Corporation, B-196071, March 13, 1980, 80-1 CPD 196.

027252

We have held in circumstances identical to the present case that the insertion of the word "net" is a material deviation which renders a bid nonresponsive. With such an insertion, the bid can reasonably be read as taking exception to the solicitation's 30-day payment terms, an exception which affects the bidder's offered price. Buckeye Pacific Corporation, B-212183, August 30, 1983, 83-2 CPD 282. As we stated in that decision, although the word "net" may have been inserted in the prompt payment discount section, it was inserted on the 20-day payment line. Therefore, the insertion not only manifests an intent not to offer a prompt payment discount, but also strongly suggests that the bidder is seeking to be paid the net amount within 20 days.

Here, although Bel-Mar denies any intent to differ from the exact terms of the solicitation or to impose upon the government a penalty term for the payment of interest, we regard the insertion as a material deviation that requires the rejection of its bid and not a minor informality that can be waived. Id.

The protest is summarily denied.

  
Acting Comptroller General  
of the United States